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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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	: Civil Action No. 7:24-cv-08121
PROFESSIONAL FIGHTERS LEAGUE, LLC,	:
	:
Plaintiff,	:
	: <b>COMPLAINT</b>
-against-	:
	:
MILLIONS.CO INC.,	:
	:
Defendant.	:
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Plaintiff, Professional Fighters League, LLC by and through its attorneys, Abrams Fensterman, LLP, as and for its Complaint against the Defendant Millions.co, Inc., herein, alleges as follows:

**PARTIES**

1. Plaintiff Professional Fighters League, LLC (“PFL”) is now, and at all times mentioned, was a limited liability company organized and existing under the laws of the State of New York, and having its principal office located at 320 West 37<sup>th</sup> Street, New York, New York 10018.

2. Upon information and belief, Defendant Millions.co Inc. (“Millions”) is now, and at all times mentioned was a domestic corporation with its principal place of business located at 212 Wilshire Avenue, Ottawa, Ontario K2C OE5. Additionally, Millions lists a contact address in

the notice provision of the relevant contract at 1610 Little Raven Street, Suite #100, Denver, Colorado 80202.

### **JURISDICTION AND VENUE**

3. Subject matter jurisdiction over this action is conferred upon this Court by 28 U.S.C. §1332 insofar as the matter in controversy exceeds the sum of \$75,000, and that the members of each of the respective parties are citizens of different states, and/or subjects of a foreign states.

4. In that regard, the sole member of Plaintiff is a C-Corp. whose shareholders reside all over the world. The sole member of Plaintiff is named PFL MMA, Inc. It is a corporation, that is incorporated in the State of Delaware, and has its principal place of business in New York.

5. Upon information and belief, Defendant is a corporation that was incorporated in the foreign nation of Canada. Upon information and belief, the shareholder(s) of Defendant reside in Canada.

6. Venue is proper pursuant to 28 U.S.C. §1391(b)(2) whereas the vast majority of the acts relevant to the controversy at issue were carried out within the Southern District of New York.

7. At all relevant times, Defendant has engaged in purposeful acts in New York by soliciting business from, and submitting payments to Plaintiff whose principal place of business is located at 320 West 37<sup>th</sup> Street, New York, New York 10018.

8. Defendant's activities in and contacts with New York were purposefully sought and transacted to take advantage of the benefits available under New York Law. Indeed, the parties contracted via choice of law provision, to litigate any issue that arises under the agreement in the state or federal courts of New York, and under New York law.

### **FACTUAL BACKGROUND**

9. On or about March 22, 2022, the parties executed a Sponsorship Agreement in which, *inter alia*, Millions contracted to pay PFL for the provision of promotional and sponsorship benefits on various PFL platforms.

10. Pursuant to the Agreement, the term of the relationship was to commence March 22, 2022, continued in effect through December 31, 2024.

11. In consideration for the sponsorships, Millions was to pay PFL varying payments in installments at the beginning of each year for an aggregate amount of \$250,000.00.

12. Millions made its first installment payment in March, 2022, in the amount of \$50,000.00, and thereafter failed to make any of the subsequent installment payments of \$100,000.00 and \$150,000.00.

13. The PFL performed all of its obligations under the Agreement, but has not received the requisite compensation under the Agreement, notwithstanding due demand from PFL to Millions.

### **FIRST COUNT** ***(Breach of Contract)***

14. PFL repeats and reiterates each and every allegation contained in paragraphs “1” through “13” of this Complaint, as if more fully set forth at length hereat.

15. The Sponsorship Agreement is a valid contract by and among the PFL and Millions.

16. Millions breached its responsibilities and obligations as it relates to same, by failing to pay for services rendered by the PFL.

17. Million’s breaches have resulted in damages to the PFL totaling \$250,000.00 plus a contractually obligated monthly late fee of 1.5% of the amount due and owing. Such late fee can

be calculated from January 1, 2023, at which time Millions ceased making payments due and owing under the Agreement.

18. By reason of the foregoing actions, the PFL has suffered damages.

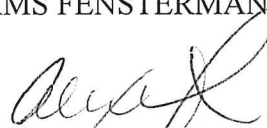
**WHEREFORE**, the PFL demands judgment against Millions, awarding:

- a. Compensatory damages;
- b. Pre and post judgment interest;
- c. Court costs and fees; and
- d. Costs and disbursements of this action, together with such other legal or equitable relief as this Court may deem just and proper.

Dated: November 12, 2024

ABRAMS FENSTERMAN, LLP

By: \_\_\_\_\_

  
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**JURY DEMAND**

Plaintiff hereby demands a trial by jury as to all causes so triable.

ABRAMS FENSTERMAN, LLP

By: \_\_\_\_\_

  
Alex Leibson

Dated: November 12, 2024